

DIMITRIOS S. MARANGOS,  
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Tel: (248) 481-7998  
Email: [Dsm53@msn.com](mailto:Dsm53@msn.com)

*In pro se, Claimant*

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*Attorneys for Motor Liquidation  
Company GUC Trust*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re	:	Chapter 11 Case No.
	:	
Motors Liquidation Company, et al.,	:	09-50026 (REG)
f/k/a General Motors Cor., et al.	:	
	:	
Debtors.	:	(Jointly Administrated)
	:	
	:	

**ANSWER TO THE OBJECTION TO PROOF CLAIM NO. 61381**

TO THE HONORABLE ROBERT E. GERBER  
UNITED STATES BANKRUPTCY JUDGE:

NOW COMES, Dimitrios S. Marangos, (Claimant) and files this LIST OF EXHIBITS (enclosures) with explanation responding to the GUC Trust in regards the Objection for the Claim No. 61381. The court needs to be informed that: The reason the claim No. 61381 was objected on the filling of **201ST** Omnibus objection to Claims (Dated January 27, 2011) was because the Garden City Groups never sent the papers I filed with them at Dublin Ohio to the New York Law office, of Weil, Gotshal & Manes LLP, representing the Motors Liquidation Company. On Notice of Matters Hearing of March 1, 2011 from Motors Liquidation Company and after I contacted the above mentioned law office in NY and resent all the filling documents again, my claim entered as a **contested claim**, and the 201st Omnibus Objection to Claim no. 61381 withdrawn.

**REQUEST TO DISALLOWED RELIEF TO GUC Trust**

1. Dimitrios S. Marangos, and no other who does now enter a GENERAL DENIAL to the Request for Relief from GUC Trust. The claim No. 61381 has legal & factual basis against the Debtors.

**JURISDICTION**

2. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

**THE CLAIM**

3. GUC Trust stating that: I ( Dimitrios Marangos) voluntarily resigned my Employment with GM in January 1999. This document has been filled by GUC Trust on the filing of January 26, 2012 with the Court and is displayed under Exhibits (F) page 4 of 4. The above mention Exhibit is the falsified document which was removed from the Workers Compensation case on January 12, 1999 and named as Exhibit (A). Please refer to the enclosed Exhibits as: 1- Exh. (A) of 1 page, 2- Exh. (B) / B1 of 24 pages & B2 CD/DVD Video, which is supporting evidence I have not voluntary resigned but I forced out as also the proof regarding the exhibit (A) removed from the record. Also refer to the enclosed Exhibit as: 5- Exh. (E) for full explanation.

4. Admit and Denied, these lawsuits resolved in favor of the Debtor it's because GM owned the 6<sup>th</sup> District Court and the Judges, and they have violated all the Laws and rules at the Judiciary system in order to dismiss my cases. Please refer to the enclosed Exhibit 4-Exh. (D) of 3 pages, in regards the manipulation of the Appeal case. Also refer to the enclosed Exhibit as: 5- Exh. (E) for full explanation.

5. Admit and add, Civil Rights & EEOC Lawsuits cases in regards Discrimination, Retaliation & Disabilities can't be dismissed until full satisfaction or redress to the grieving party. Enclosed is the proof of filing with Civil Rights and EEOC. The statement made at the Civil Rights was proving the fact regarding the Exhibit (A) from the Workers Compensation case that: they forced me to sign as also charging Discrimination, for National Origin, Retaliation, Disability. Please refer to the enclosed Exhibits as: 3- Exh. (C) / C1 / of 1 page, 3- Exh. (B) / C2 of 1 page. The 6<sup>th</sup> District Court used erroneous reasons with no grounds to dismiss my cases. Please refer to the enclosed Exhibit as: 5- Exh. (E) for full explanation.

**ARGUMENT**

**A, Applicable Law**

6. Admit

7. Admit

8. Admit and add that: the enclosed proof of documentation under the exhibits it's a sufficient to proof legal basis for this claim and it's a *prima facie* and valid.

**B, There Is No Legal or Factual Basis for the Claim**

9. Denied and add that: I have suffered numerous personal injuries and since 2002 I have been diagnosed with Bladder Cancer which I have received treatments on and off till September of 2011 which I diagnosed as the Cancer is in remission. Please refer to the enclosed Exhibit for full explanation as: 5- Exh. (E) 5.0 CD-DVD which contains over 3000 pages of supporting documentation along with Video tape and audio-voice tapes.

10. Admit and add that: in regards to the falsification of records, please refer to the enclosed Exhibits as: 1- Exh. (A) of 1 page, 2- Exh. (B) / B1 of 24 pages & B2 CD/DVD Video, which is supporting evidence I did not voluntary resigned but I was forced out. Also enclosed is the proof regarding the exhibit (A) which was removed from the record? In regards to incorporate to the claim that: "conspiracy", "intentional swindling", "harassment", "economic sabotage", and "concealment of dangerous working conditions". All this is the truth which proof is enclosed in the Exhibits with this filling which also proves that the Government the Courts and GM have concealed my legal cases from the public as they concealed the truth from hundreds of Michigan families which their loved ones worked for GM and they died with not knowing the true reasons why they got sick and died. The above mentioned has sufficient evidence enclosed to prove legal basis as also a Tort claim along with the Workers Compensation case evidence which prove that I was Blackmailed at the Court. So there is a lot of proof of Emotional Distress that they inflicted to me. Please refer to the enclosed Exhibit as: 5- Exh. (E) for full explanation.

11. Denied and add that: with this Court filing are enclosed sufficient documentation to prove the legal basis for this claim. Therefore this claim is considered a *prima facie* and valid.

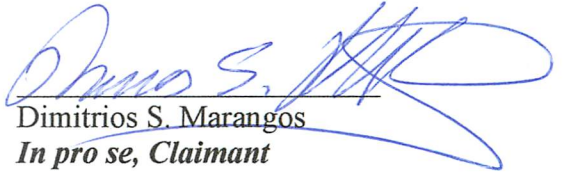
**Please note that:** with this filing the enclosed Exhibits documentation under 5- Exh. (E) 5.0 CD-DVD which contain over 3000 pages, includes over 1000 pages of additional documents which are not published at the WEB at [www.theodysseybrief.com](http://www.theodysseybrief.com) Version #1 of the Odyssey Brief, these documents intent to be at the Version #2 which is under development currently. Also at the enclosed Exhibits as: 5- Exh. (E) 5.0 CD-DVD some chapters have been removed in order to focus at the core of this matter.

CONCLUSION

For the reasons mention above, this court should valid this claim as good standing and enter an order in favor of the claimant as the Court deems just and proper.

Please note that for variety of reasons I will not be able to attend in person at the hearing date of March 1, 2012 at 9:45am, but I will be available for teleconference providing ahead a scheduling for date and time.

Dated this 21<sup>st</sup> day of February, 2012

  
Dimitrios S. Marangos  
*In pro se, Claimant*



**Chapter 11 Case No. 09-50026**

**Index & Table of Contents with Explanation:**

**Exhibits:**

**1- Exh. (A)**

1-(Exh.- (A)-(1p.) WC Court Exh. (A) Removed from record-Jan-12-99

**Ref. 9-K9-A: At the Workers Compensation Court case of January 12, 1999 this document named Exhibit (A) removed from the record because they forced me to sign.**

**2- Exh. (B)**

2-Exh. - (B1)-(24p.) GM-D. Marangos WC-Court Transcript Jan-12-99

**Ref. 9-K9-B: Workers Compensation Court Transcript with the proof that the Exhibit (A) was removed from the record and I was terminated from GM not voluntarily quit.**

2-Exh. - (B2) CD/DVD Video of the WC Case January 12, 1999

**Ref. 9-K9-B: Workers Compensation Court Video with the proof that the Exhibit (A) was removed from the record and I was terminate from GM not voluntarily quit.**

**3- Exh. (C)**

3-Exh. - (C1)-(1p.) Civil Rights Discrimination & Retaliation.

**Ref. 2-D2-1: 1999 EEOC charge of Discrimination dated May 05, 1999, Civil Rights Charge Discrimination for, National Origin, Retaliation, Disability along with other EEOC forms**

3-Exh.- (C2)-(1p.) EEOC Notice Right to Sue Charge No. 230-99-0949

**Ref. 2-D2-2: 1999 EEOC charge of Discrimination dated June 28, 1999, Notice of (Suit Rights), along with other EEOC forms.**

**4- Exh. (D)**

4-Exh. (D)-(3p.) Reply Appeals Court Transcript May-03-04

**Ref. 5-G3-C: Reply dated May 03, 2004, from the Clerk of the Appeals Court, to my correspondence of April 29, 2004, regarding release of Transcript of my Appeal case dismissal which Denied the existence of a Transcript.**

**5- Exh. (E)**

5.0) CD-DVD Including the following:

**5A-The Odyssey Brief which is the Explanation of what has transpired with Cover-up of the Court system, the Government & GM.**

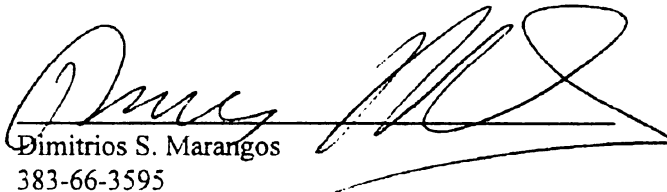
**5B-Reference of the Brief**

**\*\*Notation:** At the W.C. Hearing of January 12 1999, the Judge ordered my Attorney  
and General Motors Attorney to remove this Exhibit (A) from the record.

Date January 12, 1999

I hereby voluntarily quit my employment with General Motors Corporation.

I understand that my eligibility for, or entitlement to, benefits or privileges under any of the  
employe benefit programs of General Motors applicable to me will be the same as those of any other  
employe who voluntarily quits employment with the Corporation.

  
Dimitrios S. Marangos  
383-66-3595

Witness: 

EXHIBIT (A)

STATE OF MICHIGAN

BUREAU OF WORKERS' DISABILITY COMPENSATION

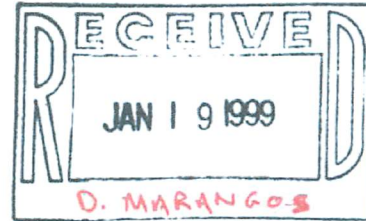
DIMITRIOS S. MARANGOS,  
SSN# 383-66-3595,

Plaintiff,

v

GENERAL MOTORS CORPORATION,

Defendant.



VIDEO REDEMPTION HEARING

BEFORE MAGISTRATE RICHARD J. ZETTEL

Mt. Clemens, Michigan - Tuesday, January 12, 1999

APPEARANCES:

MR. DAVID A. CUTTNER (P12423)  
30300 Northwestern Highway, #308  
Farmington Hills, Michigan 48334  
(248) 932-3500

Appearing in on behalf  
of the Plaintiff; and

CONKLIN, BENHAM, DUCEY, LISTMAN & CHUHRAN, PC  
BY: MR. DAVID J. BERGE (P40045)  
1740 First National Building  
Detroit, Michigan 48226  
(313) 961-8690

Appearing on behalf  
of the Defendant.

TRANSCRIBED BY:

Dolman Technologies Group, Inc.  
P.O. Box 26125  
Lansing, Michigan 48909  
(517) 393-1668

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

I N D E X

WITNESSES: PLAINTIFF

PAGE

DIMITRIOS MARANGOS

Direct examination by Mr. Cuttner

7

Cross-examination by Mr. Berge

15

Redirect examination by Mr. Cuttner

16

WITNESSES: DEFENDANT

None.

\* \* \* \* \*

E X H I B I T S

Number

Described

Identified

Received

None.



1 Mt. Clemens, Michigan

2 Tuesday, January 12, 1999 - 11:00 a.m.

3 P R O C E E D I N G S

4 THE COURT: The Court calls the case of Dimitrios  
5 Marangos versus Fischer Body Central Engineering, a  
6 self-insured employer. Now is the date and time set for  
7 trial in this matter. The parties are before the Court,  
8 however, with a proposed redemption. Counsel, would you  
9 enter appearances for the record, please?

10 MR. CUTTNER: Good morning, your Honor. David a  
11 Cuttner appearing on behalf of Dimitrios S. Marangos.  
12 P12423.

13 MR. BERGE: Good morning, your Honor. David Berge  
14 appearing on behalf of the Defendant, General Motors  
15 Corporation. P number 40045.

16 THE COURT: Thank you, gentlemen. Good morning to  
17 you also. This case was initiated by Plaintiff's  
18 Application for Mediation or Hearing which is date  
19 stamped and received by the Bureau February 12, 1998. In  
20 his application Plaintiff alleges that during the course  
21 of his employment with Defendant, General Motors  
22 Corporation, a self-insured employer, occurred injuries  
23 and micro (phonetic) trauma due to strenuous labor  
24 thereby injuring his low back.

25 Tape 005298, 01-12-99, 11:02:00

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1 In addition to the application, the file contains a  
2 proposed redemption order in the amount of \$135,000 with  
3 net proceeds to Plaintiff of \$84,105. I have a proposed  
4 attachment to the redemption order allocating net  
5 proceeds over Plaintiff's remaining life expectancy. I  
6 have an Agreement to Redeem Liability which is signed by  
7 Plaintiff and attorneys of record; an Affidavit in  
8 Support of Redemption bearing Plaintiff's notarized  
9 signature; a Worker's Settlement Statement showing total  
10 disbursements of \$50,895 and net amount to Plaintiff of  
11 \$84,105. This statement was also signed by Plaintiff and  
12 his attorney. Finally, I've got the deposition testimony  
13 of Wilbur Boike, B-O-I-K-E, who is an M.D., and the  
14 deposition testimony of Robert E. M. Ho, spelled H-O, who  
15 is also an M.D..

16 Mr. Cuttner, tell me a little bit about this file,  
17 please, and why it's being redeemed?

18 MR. CUTTNER: Yes, your Honor. You should also  
19 have as an exhibit to the file, Exhibit A, a Release and  
20 Waiver of Seniority and Voluntary Quit. Mr. Marangos has  
21 had approximately 20 years of seniority with General  
22 Motors Corporation. He has some problems over and above  
23 the orthopedic claims that were alleged. He is on social  
24 security disability. He was on workers' disability  
25 compensation benefits for those orthopedic claims since

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1 1993. They sent him to Dr. Boike and ordered him back to  
2 work. Dr. Ho said absolutely not and they terminated his  
3 employment. His pension benefits will be frozen to age  
4 65 notwithstanding his probably being eligible for  
5 disability pension if he wished to apply for same which  
6 he has declined to do. He probably is also entitled to  
7 EDB benefits which he has likewise declined to do.

8 He wants this case settled. We've had considerable  
9 time both myself, and Mr. Barry Adler, also Plaintiff's  
10 counsel, discussing this matter with him. He has  
11 indicated he wishes to get on with his life. He wants  
12 this lump sum of money. He is presently divorced and the  
13 divorce decree provided for a 30 percent net to his ex-  
14 wife upon settlement of his case if it nets him in excess  
15 of \$100,000. I have a copy of the judgment of divorce  
16 with me, if you'd like to see it, where that is indicated  
17 signed by the circuit court for the County of Macomb.

18 THE COURT: Just out of--for a matter of virtue,  
19 isn't it moot? We don't have a net amount in excess of  
20 \$100,000.

21 MR. CUTTNER: Yes, he did net in excess of--if  
22 you take the \$135,000 and subtract the attorney fee, the  
23 net to him is one hundred and--

24 THE COURT: All right. I also show a \$36,045--

25 MR. CUTTNER: Right. That's the 30 percent of  
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1 the net to Mr. Marangos net--or the sub total after the  
2 attorney fees and expense. I then took 30 percent of  
3 that--

4 THE COURT: All right. Let's go off the record.

5 MR. CUTTNER: Yes, sir.

6 (From 11:05 a.m. to 11:08 a.m., off record)

7 THE COURT: We're back on the record with Dimitrios  
8 Marangos. Mr. Cuttner, I'm sorry to interrupt.

9 MR. CUTTNER: In any event, your Honor, I have  
10 advised him that he probably would be entitled to a  
11 disability pension and EDB benefits through the  
12 reinstatement of his employment which is presently--I am  
13 told--presently within a grievance process. He has  
14 elected, however, to settle his case. He wants this lump  
15 sum of money. He wants to get on with his life. He does  
16 not need additional insurance because he is insured  
17 through social security disability and this is what he  
18 wants to do. Thank you.

19 THE COURT: Okay. Mr. Marangos?

20 THE PLAINTIFF: Yes.

21 THE COURT: Would you approach the bench, please.  
22 I'm going to swear you in and then we'll ask you a few  
23 questions.

24 THE PLAINTIFF: Sure.

25 THE COURT: Would you raise your right hand?

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D I M I T R I O S M A R A N G O S

a witness on his own behalf, being first duly sworn at  
11:09 a.m. to testify the truth, the whole truth, and  
nothing but the truth, was examined and testified as  
follows:

THE COURT: Thank you. You have a seat right  
before the bench. If you feel more comfortable, you may  
stand.

THE WITNESS: You don't mind if I stand?

THE COURT: No. Get up and down if you feel like  
it. That won't bother me.

THE WITNESS: Okay. Thanks.

THE COURT: Mr. Cuttner?

MR. CUTTNER: Thank you.

DIRECT EXAMINATION

BY MR. CUTTNER:

Q Sir, you are Dimitrios S. Marangos, is that correct?

A Yes, sir.

Q And you live at 33668 Shelley Lynne, PO Box 1086, Sterling  
Heights, Michigan 48312, is that correct?

A Yes, sir.

Q Your soc number is 383-66-3595 and you want your check mailed  
to that address I just indicated, is that correct?

A To the home address, not to the PO box, yes, sir.

Q You have heard everything I have said concerning your case and

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1 are you in agreement with it?

2 A Yes, sir, and eventually we are going to get to discuss--there  
3 will be more about Exhibit A.

4 Q Correct. But with reference to everything else as far as you  
5 are giving up your rights to a disability pension, extended  
6 disability benefits--all of those matters--you are agreement  
7 with that, is that correct?

8 A Yes, sir.

9 Q You have been informed that there is a 15 day appeal period  
10 and if something comes to your attention today that you were  
11 not aware of, then you have a right to request a review  
12 hearing. It is not an automatic reinstatement of your case,  
13 that you will have to show what is called just cause in order  
14 to get your case--your settlement set aside and your case  
15 reinstated for trial, you understand that?

16 A Yes, sir.

17 Q And you must contact the Workers' Compensation Bureau in order  
18 to do that, you understand?

19 A Yes, sir.

20 Q Once 15 days goes by and the Magistrate approves this matter  
21 today, that ends your rights to workers' disability  
22 compensation matters forever, you understand that?

23 A Yes, sir.

24 Q You have signed a Release and Waiver as far as EDB benefits  
25 goes, you understand that?

1 A Yes, sir.

2 Q The other matter which is an exhibit made to the redemption  
3 document called a Release and Waiver of Seniority indicates  
4 the language is "I hereby voluntarily quit my employment" and  
5 you wish to explain to the Magistrate that you have objected  
6 to this language. You did not voluntarily quit. You were  
7 terminated by General Motors, is that--

8 A That's correct. That's exactly what I want to enter on the  
9 record. This is untrue that I voluntarily agreed. The  
10 termination beyond my rights through General Motors.

11 Q Other than that, are you in agreement that you want your case  
12 settled today the way it's outlined where you will receive a  
13 check for \$84,105. We have allocated it for social security  
14 disability benefits and as I have explained to you, I cannot  
15 bind, nor can the Magistrate, or the state of Michigan, the  
16 Social Security Administration, but they generally will accept  
17 a reasonable allocation and this is a reasonable allocation on  
18 the basis of your medical problem.

19 A I understand that, although we not done yet with Exhibit A.  
20 You should say for the record, as you mentioned to me before,  
21 I am under duress to sign this specific--

22 THE COURT: Mr. Marangos, are you entering into  
23 this redemption voluntarily?

24 THE WITNESS: The redemption, yes, but not--

25 THE COURT: Then I will tell you for the record

1 that, quite frankly, it's immaterial how you left.

2 THE WITNESS: Although, I do have to put it down  
3 what I believe.

4 THE COURT: I'll tell you what, you can give this  
5 back to your attorney. If it's untrue, I don't need it  
6 in the file.

7 THE WITNESS: No. It's untrue the language for  
8 voluntarily quit.

9 THE COURT: Then why did you sign it?

10 THE WITNESS: Because I have to sign that. That's  
11 the only way I can sign my--

12 THE COURT: Mr. Marangos, you don't have to do  
13 anything.

14 THE WITNESS: Well, I can't--

15 THE COURT: I understand what General Motors is  
16 saying.

17 THE WITNESS: I cannot settle my (indistinct) they  
18 explain unless I sign this.

19 THE COURT: Okay. Now, if you're insisting upon  
20 making a record that it's untrue, then I don't want your  
21 signature on that.

22 THE WITNESS: No, I have to sign it. I have no  
23 choice.

24 THE COURT: I just told you you don't have to sign  
25 anything. What I'm telling you, if you're going to



1 redeem your case, it's immaterial to the Workers'

2 Compensation Bureau why you left that job--

3 THE WITNESS: I understand, but I believe I should  
4 express what I believe inside me.

5 THE COURT: That's immaterial.

6 THE WITNESS: It is for you because you are the  
7 Magistrate and you do that everyday, but I am not.

8 THE COURT: I--

9 THE WITNESS: Do I have the right to explain  
10 myself?

11 THE COURT: Yes, you do. But what did I just tell  
12 you. You can express yourself, you can call anybody  
13 anything you want--it doesn't matter. If you're telling  
14 me this is an untrue statement, I'm saying I'm not going  
15 to accept it. That's what I'm telling you.

16 THE WITNESS: That's the only way I have to redeem  
17 my case.

18 THE COURT: Well, then maybe you better sit down  
19 and talk with Mr. Cuttner and Mr. Berge again.

20 THE WITNESS: I already talked to them.

21 THE COURT: What you're telling me is here I've  
22 got to sign this, but I didn't sign it voluntarily. I  
23 signed it under duress and I want the Court to keep this  
24 lie in it's file.

25 THE WITNESS: No.

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TASK TIME  
10:57

1 THE COURT: I refuse to do that.

2 THE WITNESS: No, I don't say that. I say I have  
3 to sign in order to solve my case.

4 THE COURT: Okay.

5 THE WITNESS: That's what I explain. That's why I  
6 want--

7 THE COURT: I don't want it in the file. If it's  
8 signed under duress, I don't want it.

9 THE WITNESS: Well--

10 THE COURT: If it's not true, I don't want it.

11 THE WITNESS: That's what they are telling me to do  
12 and I have to do what they tell me. I'm not a lawyer.

13 THE COURT: I can understand why they want you to  
14 do that.

15 THE WITNESS: I don't, but I have to sign it.

16 THE COURT: Well--

17 THE WITNESS: That's all I know.

18 THE COURT: I'm saying now, if you want to  
19 voluntarily go on with your redemption the reason--  
20 whether you were fired, or whether you quit is  
21 immaterial, but they don't want you coming back and  
22 saying, "Hey, I was fired and I'm going to file suit for  
23 wrongful discharge."

Tape  
TIME: 11:32

24 THE WITNESS: I don't say nothing. I say I have to  
25 make a statement on the record which I see and you should

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1 allow me to make my statement in front of you and for the  
2 record.

3 THE COURT: If it's not material, I don't have to  
4 allow you to make an immaterial statement. Now, what  
5 you're doing is signing a statement that's untrue, and  
6 you're telling the Court pretend it's true?

7 THE WITNESS: No, we're making a statement about  
8 the language. They are not able to change the language.  
9 They explained--

10 THE COURT: I understand, you've said that.

11 THE WITNESS: --on this paper.

12 THE COURT: And I'm saying if it's untrue, I don't  
13 want it. Now, we want to go on with this. Mr. Cuttner,  
14 let's go off the record again. Why don't you discuss  
15 this with your client?

16 MR. CUTTNER: I have, your Honor. That's what  
17 we've been doing all morning.

18 THE COURT: Okay. If it's untrue, Mr. Marangos,  
19 I'm telling you I don't want it in the file.

20 THE WITNESS: So how do we do that?

21 THE COURT: You discuss that with your attorney and  
22 Mr. Berge.

23 THE WITNESS: We've already did that.

24 THE COURT: You're asking the Court what, to  
25 perpetrate a fraud?

TAB: TIME  
12:21

1 THE WITNESS: No.

2 THE COURT: I'm not doing that.

3 THE WITNESS: (Indistinct) I say is not--

4 THE COURT: Under the law, if you sign something  
5 that's untrue, then it's a fraud.

6 MR. BERGE: Let's take a break and we'll talk  
7 about it.

8 THE COURT: Now, this is between you and General  
9 Motors, not between you and this Court.

10 THE WITNESS: I don't know; I'm not a lawyer. I'm  
11 just--

12 THE COURT: Trust me.

13 THE WITNESS: Okay. I trust you.

14 THE COURT: Okay. We'll go off. You can discuss  
15 this with Mr. Cuttner and attorney for General Motors.  
16 If we're going to go through with this redemption let me  
17 know, if not then--

18 MR. CUTTNER: Okay. Thank you, Judge.

19 (From 11:16 a.m. to 11:20 a.m., off record)

20 THE COURT: Okay. We're back on the record with  
21 Dimitrios Marangos versus Fischer Body, otherwise known  
22 as General Motors Corporation. Mr. Cuttner?

23 MR. CUTTNER: Thank you, sir. I've spoken to Mr.  
24 Marangos, as has counsel for General Motors. He agrees  
25 that he has no made the record that he wished to do with

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Tape  
Time: 13:15



1 reference to the Release and Waiver of Seniority and the  
2 quit and we're ready now to proceed.

3 THE COURT: There is no Exhibit A?

4 MR. CUTTNER: Right. We have taken that out of  
5 the Bureau file. The record speaks for itself.

6 THE COURT: Thank you and would you proceed with  
7 your voir dire?

8 MR. CUTTNER: Thank you.

9 BY MR. CUTTNER:

10 Q Mr. Marangos, do you want the Magistrate to approve this  
11 settlement now?

12 A Yes.

13 Q You understand that you have 15 days to request a review  
14 hearing, but once that 15 days passes, you're going your way,  
15 GM's going their way, you understand that?

16 A Yes, sir.

17 MR. CUTTNER: Thank you. I have nothing further,  
18 your Honor.

19 THE COURT: Mr. Berge, wish to voir dire?

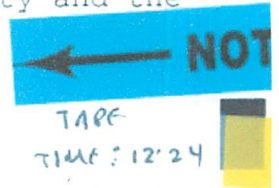
20 MR. BERGE: Thank you, your Honor.

21 CROSS-EXAMINATION

22 BY MR. BERGE:

23 Q Mr. Marangos, I just want to make certain that you understand  
24 that this is a full, final, and complete settlement of any and  
25 all claims against General Motors Corporation for workers'

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668



1 compensation benefits, you understand that?

2 A Just for the workers' compensation.

TAB  
TIME: 14:05

3 Q Okay. You do understand that by purposes of this redemption,  
4 it's our understanding that you go your way and General Motors  
5 goes its way, you understand that?

6 A Just for the workers' comp, Yes, I do understand that.

7 MR. BERGE: Thank you, your Honor. I have  
8 nothing further.

9 MR. CUTTNER: And, your Honor, I guess I should  
10 cover that direct pay.

11 THE COURT: I was just going to ask you that.

12 MR. CUTTNER: All right.

13 REDIRECT EXAMINATION

14 BY MR. CUTTNER:

15 Q Mr. Marangos, you were involved in a divorce action with your  
16 ex-wife, is that correct?

17 A That's correct.

18 Q And you agree that the Magistrate can order this direct pay as  
19 the circuit court judgment of divorce indicates?

20 A Yes, I do understand that.

21 Q And you've signed the Workers' Settlement Statement that  
22 allows for that direct pay, is that correct?

23 A Yes.

24 MR. CUTTNER: Thank you, I have nothing else.

25 THE COURT: Mr. Marangos, regarding that direct pay, as

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

1 we spoke at length before we called the case, you understand  
2 that I'm not required to do this, notwithstanding that court  
3 order, you understand that?

4 THE WITNESS: I'm sorry?

5 THE COURT: In other words, as we spoke and as we  
6 talked before we called the case, it is this Court's  
7 position that that circuit judge has no jurisdiction to  
8 tell a workers' compensation magistrate how to distribute  
9 workers' compensation proceeds.

10 THE WITNESS: Yes, you explained that to me.

11 THE COURT: Also, did I not, further explain that  
12 the statute says workers' compensation proceeds cannot be  
13 assigned or transferred. So I want you to fully  
14 understand, and we'll make the record perfectly clear  
15 that you fully understand, that if you tell me Judge, I  
16 don't want this \$36,045 to be paid to my ex-wife, we're  
17 going to do that. However, that doesn't solve your  
18 problem with the circuit judge. It's just that I will  
19 approve that direct payment to your ex-wife upon your  
20 statement that that's what I have to do and that's what I  
21 want.

22 THE WITNESS: Yes, that's what I want, and that's  
23 what I want to do because I don't want no further  
24 problems.

25 THE COURT: It's more of a matter of convenience

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

1 than anything else?

2 THE WITNESS: That's correct.

3 THE COURT: I mean certainly--I don't know who your  
4 circuit judge is next door, but I do know all the family  
5 judges--the family court judges--and I can probably  
6 assure you that if you were to say fine let's play some  
7 games over here and give me that \$36,000, and then you  
8 don't pay it over to your ex-wife, then you're probably  
9 going to find yourself in jail for contempt of court.

10 THE WITNESS: No, not me. Thank you, sir.

11 THE COURT: So I mean what you're saying is that  
12 you fully understand you don't have to pay this over to  
13 your ex-wife, but as a matter of convenience that's  
14 exactly what you want to do?

15 THE WITNESS: Yes, sir.

16 THE COURT: Well, I think Mr. Cuttner has done, as  
17 usual, done a very thorough job in explaining your rights  
18 under Michigan's Workers' Disability Compensation Act  
19 here this morning. Did you understand each of the rights  
20 that he explained to you?

21 THE WITNESS: Yes, sir.

22 THE COURT: More importantly, do you understand  
23 that if you enter into this redemption agreement that  
24 you'll be giving up all those rights you have un the  
25 Workers' Compensation Act?

1 THE WITNESS: I understand that, but also I  
2 understand I am entitled for anything else beyond the  
3 workers' compensation.

4 THE COURT: I think what Mr. Berge did was verify  
5 for the record that this redemption will have no effect  
6 on your vested pension rights with General Motors, is  
7 that correct, Mr. Berge?

8 MR. BERGE: Yes, your Honor. At age 65, you're  
9 entitled to your vested deferred pension rights, you  
10 understand that? You have to say yes or no.

11 THE WITNESS: Yes.

12 MR. BERGE: Okay. Thank you.

13 THE COURT: Again, this will have no effect on any  
14 pension rights you have vested. However, at the same  
15 time, this does not create any additional rights under  
16 your pension plan with General Motors.

17 THE WITNESS: I understand.

18 THE COURT: Let me show you an Affidavit in Support  
19 of Redemption which was submitted to this Court. Will  
20 you take a look at the affidavit, please, and verify for  
21 the record that the notarized signature on the back page  
22 is in fact your signature?

23 THE WITNESS: Yes, sir.

24 THE COURT: Did you get a chance to read the  
25 affidavit or have it explained to you before you signed

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

1 it?

2 THE WITNESS: Yes, sir.

3 THE COURT: To the best of your knowledge--

4 THE WITNESS: Yes, sir.

5 THE COURT: --were the statements made in the  
6 affidavit and the information contained in it true?

7 THE WITNESS: Yes, sir.

8 THE COURT: Thank you. We've asked you a lot of  
9 questions for the past few minutes. Do you have any  
10 questions you'd like to ask your attorney, General Motors  
11 attorney or the Court at this time regarding this  
12 redemption?

13 THE WITNESS: Not for this redemption. The only  
14 thing I ask beyond this work comp case, I am entitled to  
15 do what I have to do in June, if I have to, and future  
16 days. That's all I--

17 THE COURT: I don't know what that means.

TAPE  
TIME: 18:33

18 THE WITNESS: That means I should not have to  
19 restrain myself for anything else come along due to this  
20 work comp case against General Motors. I should not  
21 refrain my rights to do what I have to do if something  
22 comes up with General Motors at future dates. I don't  
23 know what--

24 THE COURT: Is that part of General Motors'  
25 understanding, Mr. Berge?

1 MR. BERGE: I can't--On behalf of General Motors,  
2 I guess I cannot preclude Mr. Marangos from whatever  
3 other action he might take in the future.

TAP  
TIME/18:52

4 THE WITNESS: That's right.

5 THE COURT: This matter is back--what Mr. Marangos  
6 does with General Motors in the future, but I understand  
7 it, normally though--did you have him sign release?

8 MR. BERGE: That's what we'd have done, your  
9 Honor.

10 THE COURT: But the original release in this  
11 particular--

12 MR. BERGE: There is a release. He did sign a  
13 Resignation and Waiver of Seniority Rights. That's all  
14 that's being required of him today.

TAP  
TIME/20:05

15 THE WITNESS: You don't mind if I stand, your  
16 Honor.

17 THE COURT: As I indicated earlier, you stand or sit  
18 as you--

19 THE WITNESS: I've got to walk because my leg is  
20 numb again.

21 THE COURT: Don't walk too far from the microphone,  
22 because your answers are very important here.

23 THE WITNESS: No, I'm here.

24 THE COURT: I don't have a copy of that in the  
25 file, but I'll--



1 MR. CUTTNER: That was the Exhibit A.

2 MR. BERGE: That was the Exhibit A you did not  
3 accept.

4 THE COURT: That's the one he doesn't agree to and  
5 that's why it's not in the file. You don't have any  
6 questions, Mr. Marangos?

7 THE WITNESS: No, your Honor.

8 THE COURT: Based upon the entire record, including  
9 the Affidavit for Redemption, presentation of counsel,  
10 testimony of Plaintiff, medical records or depositions  
11 submitted, I find the Agreement to Redeem Liability  
12 serves the purposes of the Act, it's just and proper  
13 under these circumstances, and is in the best interest of  
14 this Plaintiff. I further find that the redemption  
15 agreement is entered into freely and voluntarily by the  
16 parties, that the Petition for Hearing alleges a  
17 compensable cause of action under the Act, Mr. Marangos  
18 is fully aware of his rights under the Act and the  
19 consequences of this Redemption Agreement. Accordingly,  
20 I am approving the redemption and signing the order.

21 Mr. Marangos, here's your copy of the signed  
22 redemption order. Counsel, would you accept personal  
23 service and waive mailing and acknowledge same for the  
24 record, please?

25 MR. CUTTNER: I do so on behalf of Plaintiff,

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

1 your Honor.

2 MR. BERGE: I do so on behalf of the Defendant,  
3 your Honor. Thank you.

4 THE COURT: Thank you, gentlemen. Anything  
5 further counsel?

6 MR. CUTTNER: No. We would like the file to make  
7 copies of every document for Mr. Marangos.

8 MR. BERGE: I have nothing further, your Honor.  
9 Thank you.

10 THE COURT: Mr. Marangos, you may step down.

11 (At 11:28 a.m., witness excused)

12 THE COURT: Thank you, sir. Good luck to you.

13 THE PLAINTIFF: Thank you.

14 THE COURT; There being nothing further this record  
15 is closed.

16 (At ~~10:28~~ 11:28 a.m., proceeding concluded)

17

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Tape 005298, 01-12-99, 11:28:22

DOLMAN TECHNOLOGIES GROUP, INC. 517-393-1668

C E R T I F I C A T E O F R E P O R T

STATE OF MICHIGAN }  
COUNTY OF MACOMB } SS.

I hereby certify that this transcript represents the complete, true, and correct rendition of the videotape of the proceedings as recorded.

I further state that I assume no responsibility for any events that occurred during the above proceedings or any inaudible responses by any party or parties that are not discernible on the video of the proceedings.

*Kirah Steiger*

Dated: January 16, 1999  
Kirah Steiger (CER 6377)  
Certified Electronic Recorder

EEOC Form 161 (10/96)

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

## DISMISSAL AND NOTICE OF RIGHTS

To: Dimitrios S. Marangos  
33668 Shelly Lynne  
Sterling Heights, MI. 48312

From: United States Equal Employment Opportunity Commission  
477 Michigan Avenue - Room 865  
Detroit, MI 48226

[ ] On behalf of person(s) aggrieved whose identity is  
CONFIDENTIAL (29 CFR § 1601.7(a))

Charge No.	EEOC Representative	Telephone No.
230-99-0949	Sam L. Johnson, Investigator	(313) 226-5674

## THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:

- [ ] The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.
- [ ] Your allegations did not involve a disability that is covered by the Americans with Disabilities Act.
- [ ] The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.
- [ ] We cannot investigate your charge because it was not filed within the time limit required by law.
- [ ] Having been given 30 days in which to respond, you failed to provide information, failed to appear or be available for interviews/conferences, or otherwise failed to cooperate to the extent that it was not possible to resolve your charge.
- [ ] While reasonable efforts were made to locate you, we were not able to do so.
- [ ] You had 30 days to accept a reasonable settlement offer that afford full relief for the harm you alleged.
- [ xx ] The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.
- [ ] The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.
- [ ] Other (briefly state) \_\_\_\_\_

## - NOTICE OF SUIT RIGHTS -

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, and/or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit must be filed WITHIN 90 DAYS from your receipt of this Notice; otherwise, your right to sue based on this charge will be lost. (The time limit for filing suit based on a state claim may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.

On behalf of the Commission

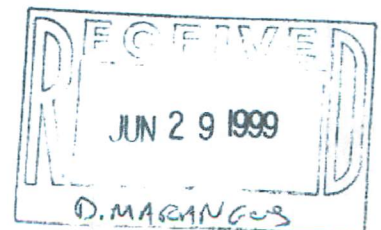
*James R. Neely, Jr.*  
James R. Neely, Jr., Director

6-28-98

(Date Mailed)

Enclosure(s)

cc: General Motors Corporation  
30001 Van Dyke  
Warren, MI. 48090



BY CERTIFIED MAIL # 2571897755



This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC	CHARGE NUMBER 230990949
---	----------------------------

Michigan Department of Civil Rights and EEOC  
State or local Agency, if any

02-2(e.1)

NAME (Indicate Mr., Ms., Mrs.) <u>Mr. Dimitrios S. Marangos</u>		HOME TELEPHONE (Include Area Code) <u>(810) 268-8769</u>	
STREET ADDRESS <u>33668 Shelly Lynne, Sterling Heights, MI 48312</u>		DATE OF BIRTH <u>06/12/1953</u>	
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)			
NAME <u>General Motors Corporation</u>		NUMBER OF EMPLOYEES, MEMBERS <u>Cat D (501 +)</u>	TELEPHONE (Include Area Code) <u>(810) 575-7500</u>
STREET ADDRESS <u>30001 Van Dyke, Warren, MI 48090</u>		COUNTY <u>099</u>	
NAME		TELEPHONE NUMBER (Include Area Code)	
STREET ADDRESS		COUNTY	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))		DATE DISCRIMINATION TOOK PLACE	
<input type="checkbox"/> RACE <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> COLOR <input type="checkbox"/> AGE <input type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input checked="" type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify)		EARLIEST <u>01/12/1999</u> LATEST <u>01/12/1999</u> <input type="checkbox"/> CONTINUING ACTION	

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

My employment with the above named employer began around October, 1977. I last held the position of electrician, in the Skill Trade Department. I am a qualified individual with a disability. I was the only individual of a national origin, Greek, employed in the electrician position.

January 12, 1999, I was forced into signing a voluntary quit record under false information regarding my benefits and privileges. I notified the courts regarding the employer's actions of forcing me to sign such voluntary quit record. These actions occurred during my workmen's comp. hearings.

I believe I have been discriminated against because of my national origin, Greek, and disability, and was retaliated against for having complained of unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act of 1990, as amended.

59 MAY -5 AM 9:59  
EEOC

<input type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures. I declare under penalty of perjury that the foregoing is true and correct. <u>MAY 5 1999</u> <u>DIMITRIOS S. MARANGOS</u>	NOTARY - (When necessary for State and Local Requirements)
	I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. SIGNATURE OF COMPLAINANT <u>Dimitrios S. Marangos</u> SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) <u>May 1999</u> <u>Rosalinda Martinez, Investigator</u>
Date _____ Charging Party (Signature) _____	

JANICE E. YATES  
CHIEF DEPUTY CLERK

UNITED STATES COURT OF APPEALS  
FOR THE SIXTH CIRCUIT  
U.S. POST OFFICE & COURTHOUSE BUILDING  
CINCINNATI, OHIO 45202-3988

TELEPHONE  
(513) 564-7072

May 3, 2004

Dimitrios S. Marangos  
46205 Boardman Drive, Apt. 101  
Shelby Township, MI 48315


Case No. 00-2161, *Marangos v. General Motors Corp.*

Dear Mr. Marangos,

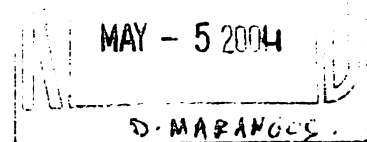
I will reiterate what I said on the telephone - mediation conferences are NOT tape recorded so there is no tape to transcribe. The substance of any and every mediation session is confidential - if you had questions about the mediation conference, they should have been addressed to your attorney at the time the session took place.

Notwithstanding any involvement of the mediation office in this appeal in its early stages, the case was fully briefed by both parties and orally argued to a three-judge panel. The court then decided, in a written opinion, the only issue which was before it on appeal - the denial of appointment of counsel. I am enclosing a copy of it as it appears in the legal services, such as Lexis and Westlaw although your attorney should have provided you with a copy of the court's decision at the time it was filed. With the issuance of that decision, the court completed its work in this case. The appeal is closed and no additional review will take place under this case number.

Sincerely yours,

  
Janice E. Yates  
Chief Deputy Clerk

Enclosure



32 Fed.Appx. 132  
(Cite as: 32 Fed.Appx. 132, 2002 WL 448466 (6th Cir.(Mich.)))

This case was not selected for publication in the Federal Reporter.

NOT RECOMMENDED FOR FULL-TEXT PUBLICATION

Sixth Circuit Rule 28(g) limits citation to specific situations. Please see Rule 28(g) before citing in a proceeding in a court in the Sixth Circuit. If cited, a copy must be served on other parties and the Court.

Please use FIND to look at the applicable circuit court rule before citing this opinion. Sixth Circuit Rule 28(g). (FIND CTA6 Rule 28.)

United States Court of Appeals,  
Sixth Circuit.

Dimitrious S. MARANGOS, Plaintiff-Appellant,  
v.  
GENERAL MOTORS CORPORATION, Defendant-Appellee.

No. 00-2161.

March 20, 2002.

Electrician sued employer for national origin and disability discrimination, and moved for appointment of counsel. The United States District Court for the Eastern District of Michigan denied motion, and subsequently granted employer's motion to dismiss and for summary judgment. Electrician appealed. The Court of Appeals, Cole, Circuit Judge, held that denial of motion for appointment of counsel was not abuse of discretion.

Affirmed.

West Headnotes

[1] Civil Rights 1523  
78k1523

(Formerly 78k367)

[1] Civil Rights 1557  
78k1557

(Formerly 78k389)

Federal regulation governing issuance of right to sue letters by Equal Employment Opportunity Commission (EEOC) does not mandate that district court or EEOC appoint counsel, but rather allows EEOC to offer necessary or appropriate assistance to person who receives right to sue letter. 29 C.F.R. § 1601.28(a)(4).

[2] Civil Rights 1557  
78k1557

(Formerly 78k389)

Denial of motion for appointment of counsel for employee in employment discrimination action was not abuse of discretion where there was no proof that employee was indigent or that claims had enough merit to survive dismissal or summary judgment. Civil Rights Act of 1964, § 706(f)(1), as amended, 42 U.S.C.A. § 2000e-5(f)(1).

\*132 On Appeal from the United States District Court for the Eastern District of Michigan.

Before KEITH and COLE, Circuit Judges;  
MARBLEY, [FN\*] District Judge.

FN\* The Honorable Algenon L. Marbley,  
United States District Judge for the Southern  
District of Ohio, sitting by designation.

## OPINION

COLE, Circuit Judge.

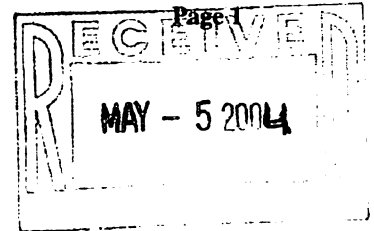
\*\*1 The sole issue on appeal is whether the district court improperly refused the request of plaintiff-appellant, Dimitrious S. Marangos, for the appointment of counsel. This Court AFFIRMS the district court's denial of appointment of counsel.

## I. BACKGROUND

Dimitrious S. Marangos, an electrician employed by defendant-appellee, General Motors Corporation, sued his employer for national origin and disability discrimination occurring between 1986 and 1999. Marangos first filed his complaint with the EEOC, which dismissed his complaint and issued a "right to sue letter." Next, Marangos filed a complaint with the district court and also moved for appointment of counsel. The district court rejected appellant's \*133 request, reasoning that absent exceptional circumstances, appointment of counsel is appropriate "only after a motion to dismiss or for summary judgment has been denied and only after the court determines the party requesting the counsel is indigent." Later, General Motors moved for dismissal and summary judgment due to *res judicata* and failure to plead a *prima facie* case. The district court granted General Motors' motion.

## II. DISCUSSION

[1] In support of his appeal, Marangos cites 29 C.F.R.





§ 1601.28(a)(4), the federal regulation governing the EEOC's issuance of right to sue letters. Marangos's reliance on § 1601.28(a)(4) is misplaced, however, because the regulation does not mandate that a district court or the EEOC appoint counsel. Rather, § 1601.28(a)(4) allows the EEOC to offer necessary or appropriate assistance to a person who receives a right to sue letter. See 29 C.F.R. § 1601.28(a)(4) (2001) ("The issuance of a notice of right to sue does not preclude the Commission from offering such assistance to a person issued such notice as the Commission deems necessary or appropriate.").

[2] Similarly, the district court's ability to appoint counsel in employment discrimination cases is discretionary. 42 U.S.C.A. § 2000e- 5(f)(1) (2001) ("Upon application by the complainant and in such circumstances as the court may deem just, the court may appoint an attorney for such complainant ..."). In

reviewing employment-related appointment of counsel decisions for abuse of discretion, the Sixth Circuit considers three factors: "(1) the plaintiff's financial resources; (2) the plaintiff's efforts to obtain counsel; and (3) whether the plaintiff's claim has any merit." *Leon v. Fed. Reserve Bank of Chicago*, 823 F.2d 928, 930 (6th Cir.1987). Here, the district court refused to appoint counsel because there was no proof that Marangos was indigent or that the claims had enough merit to survive dismissal or summary judgment. Based on its consideration of these two factors, the district court acted within its discretion in denying the appointment of counsel to Marangos and that order should be AFFIRMED.

32 Fed.Appx. 132, 2002 WL 448466 (6th Cir.(Mich.))

END OF DOCUMENT

